

INSURANCE REQUIREMENTS FOR JAPAN

1. Subcontractor shall, at its own expense, at all times during the term of this Agreement following execution of the first Statement of Work, and after the termination of this Agreement (as explained more fully below), provide and maintain in effect those insurance policies and minimum limits of coverage as designated below, and any other insurance required by applicable law or regulations, with reputable and solvent insurance companies authorized to do business in the jurisdiction where Subcontractor's Services are to be performed, and will comply with all those requirements as stated herein. In no way do these minimum requirements limit the liability assumed elsewhere in this Agreement, including but not limited to Subcontractor's defense and indemnity obligations.

2. Workers' Compensation Insurance, Employer's Liability Insurance and Social Scheme. Subcontractors shall provide Workers' Compensation insurance, including Employer's Liability insurance, as required by, and in accordance with, the provisions of all applicable laws and/or regulations of the nation, state, territory or province having jurisdiction over Subcontractor's employees. If any such jurisdiction has a social scheme to provide insurance or benefits to injured workers, Subcontractor shall be in full compliance with the laws thereof. Except to the extent prohibited by law, Subcontractor shall require its insurers issuing the foregoing coverage to waive any and all rights of subrogation or recovery from Cisco, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents providing for insurance or benefits to injured workers.

3. General Liability Insurance. Subcontractor shall maintain general liability insurance covering all operations by or on behalf of Subcontractor arising out of or connected with this Agreement providing coverage for bodily injury, property damage, products liability and contractual liability, with limits of not less than the local currency equivalent of US\$250,000 each occurrence or each claim. Such coverage shall include Cisco, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents as additional insureds, but only to the extent of liabilities falling within Subcontractor's indemnity obligations, and

provide cross-liability coverage. Further, such coverage shall be primary to any and all other insurance maintained by or otherwise afforded to Cisco, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents, and no insurance maintained by or afforded to such parties shall be called upon to contribute to a loss. If on an occurrence basis, Subcontractor shall maintain such insurance for at least one year following termination of the Services, and if on a claims-made basis, Subcontractor shall continue to maintain such coverage for a period of at least three years after termination of the Services.

4. Third Party Automobile Liability Insurance. If Subcontractor will use automobiles in the performance of Services, then Subcontractor shall maintain third party automobile liability insurance, including bodily injury and property damage coverage for all automobiles used in the performance of Subcontractor's Services under this Agreement, including but not limited to all owned, hired (or rented) and non-owned vehicles. The limits of liability shall not be less than those required by local law, regulation or statute where the Services are to be performed. If applicable statutes do not require coverage for property damage, Subcontractor shall purchase coverage for property damage with limits of at least US\$50,000.

5. Errors and Omissions Liability (Professional Indemnity) Insurance. Cisco reserves the right to require Subcontractor to maintain insurance for negligent acts, errors and omissions and wrongful acts in the performance of services, with limits of not less than the local currency equivalent of US\$500,000 per claim in connection with any SOW involving technology engineering services and/or Subcontractor's design or analysis of Customer's communication network. Further, Cisco reserves the right to require Subcontractor to include coverage for liability arising from (a) theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form and (b) the introduction of a computer virus into a customer's or third person's computer, data, software or programs in connection with any SOW involving connection to the Customer's computer network or computer system. If such insurance is required, then Subcontractor shall be required to maintain the coverage for a period of three years following completion of and acceptance of the Services by Cisco.

6. Certificates of Insurance or other formalized evidence of coverage shall be furnished by Subcontractor to Cisco at the time this Agreement is executed, or at the time a relevant SOW is issued in the case of coverage described in Section 5 above, or within a reasonable time after either event, and within a reasonable time after such coverage is renewed or replaced. Subcontractor shall provide Cisco with thirty (30) days prior written notice in the event of cancellation or nonrenewal of coverage. Any acceptance of insurance certificates or evidence of insurance by Cisco shall not limit or relieve Subcontractor of the duties and responsibilities with respect to maintaining insurance assumed by it under this Agreement, or constitute a waiver or modification of these requirements.

7. Subcontractor shall obtain insurance or shall reimburse Cisco or Customer, as appropriate, for loss or damage to any Cisco-owned or Customer-owned property in the care, custody, or control of Subcontractor, for all losses including, but not limited to theft, loss, misappropriation or destruction caused by Subcontractor, its employees, agents, members or consultants, whether acting alone or in collusion with others, and whether intentional or through negligence.

8. In the event Subcontractor utilizes the services of subcontractors to perform the Services contemplated hereunder, Subcontractor shall require from or provide for all subcontractors the same minimum insurance requirements detailed above. Cisco reserves the right to request from Subcontractor copies of any subcontractor's certificates of insurance and/or certified copies of subcontractor's insurance policies, when deemed necessary. Subcontractor shall be fully responsible for the acts and omissions of subcontractors and shall defend, indemnify and hold harmless Cisco against any and all loss or damages, as well as all costs, charges and expenses which Cisco may suffer, incur, or bear as a result of any acts, omissions or default by or on behalf of any subcontractor. Nothing herein shall create any contractual relationship between any subcontractor and Cisco.

-End of Exhibit-